

REMARKS

This amendment is in response to the Office Action dated March 13, 2006. Because this response is mailed on June 13, 2006, the amendment is timely filed.

I. Status of the Amendments

Prior to this amendment, claims 91, 92, 94-114, and 117-122 were pending. By this amendment, claim 91 has been amended to clarify a point which appears to have been understood by the examiner previously, given the content of the March 13 Office Action; the scope of the claim has not been changed thereby. Consequently, claims 91, 92, 94-114, and 117-122 are presently pending.

II. Response to March 13 Office Action

In the March 13 Office Action, all pending claims were rejected under 35 U.S.C. 112(e) as allegedly anticipated by Cannon (U.S. Patent No. 6,786,824). Applicants respectfully disagree.

Initially, claim 91 recites a gaming method including receiving a wager from a player, displaying an image associated with a primary game, determining an outcome of the primary game, determining if one qualifying activity associated with the primary game has occurred, and associating at least one entry for a shared bonus event with a gaming entity if the one qualifying activity associated with the primary game has occurred.

Further, claim 91 recites permitting the player to place the at least one entry with one of a set of entries for a first shared bonus event and or a set of entries for a second shared bonus event, and receiving a request from the player to initiate a selection of one of the entries from the set of entries for the first shared bonus event if the player placed the at least one entry with the set of entries for the first shared bonus event or to initiate a selection of one of the set of entries for the second shared bonus event if the player placed the at least one entry with the set of entries for the second shared bonus event.

Additionally, claim 91 recites selecting one of the entries from the set of entries for the first shared bonus event, determining a winner of the first shared bonus event according to the one of the entries selected, and, if a request was received from the player to initiate the selection of one of the entries from the set of entries for the first shared bonus event, awarding a payout to the player if the player is the winner or canceling the at least one entry associated with the player from the set of entries for the first shared bonus event if the player is not the winner. Claim 91 also recites selecting one of the entries from the set of entries for the second shared bonus event, determining a winner of the second shared bonus event according to the one of the entries selected, and, if a request was received from the player to initiate the selection of one of the entries from the set of entries for the second shared bonus event, awarding a payout to the player if the player is the winner or canceling the at least one entry associated with the player from the set of entries for the second shared bonus event if the player is not the winner.

In regard to Cannon, claim 91 particularly recites receiving a request from the player (i) to initiate a selection of one of the entries from the set of entries for the first shared bonus event if the player placed the at least one entry with the set of entries for the first shared bonus event or (ii) to initiate a selection of one of the set of entries for the second shared bonus event if the player placed the at least one entry with the set of entries for the second shared bonus event. That is, the player may choose when to initiate, or start, the selection of the shared bonus event which the player chose to enter. Moreover, claim 91 recites that, if a request was received from the player to initiate the selection of one of the entries from the set of entries for the first shared bonus event or the second shared bonus event, then (i) a payout is awarded to the player if the player is the winner or (ii) the at least one entry associated with the player is canceled from the set of entries for the first shared bonus event or the second shared bonus event if the player is not the winner. These particular limitations, at least, are not disclosed, taught or suggested in Cannon, as applicants noted previously.

At the outset, applicants note that the Office Action provides no citation to Cannon in regard to the limitation of “canceling the at least one entry associated with the player from the set of entries [for the first shared bonus event or the second shared bonus event] if the player is not the winner.” As such, the Office Action does not set forth a *prima facie* case of anticipation, and the rejection of claim 91 is insufficient.

However, applicants believe that the rejection of claim 91 is not merely insufficient, it is contrary to Cannon. See, for example, the passages cited in applicants' Amendment of March 30, 2005, such as Cannon, col. 9:20-29 and col. 17:41-46. Reference may also be made to Cannon, col. 18:1-13:

Alternatively and optionally, as indicated at 416, if a player defers their feature event wagering opportunity, they may wait until another feature event is activated without subsequent play of the primary or base game being required. Thus, if a qualified player's schedule will not allow for participation in the upcoming feature event he or she may defer until a later time. Such deferral may be accomplished by giving an event token, printing an event qualification ticket or by indicating on a player's smart card the status of qualification. Similarly, once a player has qualified, such as indicated at 404, they need not continue wagering in the primary game, but could wait for the activation of the feature event if so desired.

Because there is no provision for a player in Cannon to accelerate the allegedly corresponding feature event, the player deferring his or her opportunity must instead "wait until another feature event is activated." This is contrary to the claimed subject matter, which provides for the utilization of the entries without waiting, at the player's request.

Considering that there is no disclosure, teaching or suggestion in Cannon of a player-requested initiation of the allegedly corresponding bonus event, there can be no disclosure, teaching or suggestion of what may happen as a consequence. Thus, applicants believe that the Office Action is correct in that it provides no citation to Cannon for the limitation of "canceling the at least one entry associated with the player from the set of entries [for the first shared bonus event or the second shared bonus event] if the player is not the winner."

Rebuttal arguments are provided on page 13. In the arguments, reliance is placed on col. 4:16-18, 37-40, col. 5:1-24, and col. 6:18-21. Of these four citations, only the citations to col. 4:37-40 and col. 5:1-24 appear related to the limitations discussed above. The Office Action suggests that these citations show "a request from the player to initiate a selection" or that "by placing a predetermined wager, the player is requesting to initiate a selection in a bonus event." Applicants disagree.

The construction advanced by the examiner appears to eliminate any meaning whatsoever to the limitation of "receiving a request from the player," for it appears that

qualifying in the first instance or placing an allegedly corresponding entry with one of the allegedly corresponding sets of entries is equated with the receipt of the request from the player as well. Given that the request to initiate the selection is recited separately from qualifying and placing the entries, cannons of claim construction would suggest that the limitation refers to something other than such activities. Consequently, for this reason as well, the rejection of claim 91 should be withdrawn.

Claims 92, 94-114, and 117-122 depend, directly or indirectly, from claim 91. Because Cannon does not anticipate claim 91, then, at least for this reason, Cannon does not anticipate claims 92, 94-114, and 117-122 that depend from claim 91.

The undersigned will attempt to contact the examiner regarding this office action on ***June 16, 2006 at 10:30 am.*** The examiner is invited to include his supervisor, John Hotaling, in the telephonic interview. If this is not a convenient time for the examiner, the undersigned will attempt to schedule a more suitable time.

In view of the foregoing, it is respectfully submitted that the above application is in condition for allowance, and reconsideration is respectfully requested. In any event, the Director is hereby authorized to charge any deficiency in the fees filed, asserted to be filed or which should have been filed herewith to our Deposit Account No. 13-2855, under Order No. 29757/AG54.

Dated: June 13, 2006

Respectfully submitted,

By 

Paul C. Craane

Registration No.: 38,851
MARSHALL, GERSTEIN & BORUN
233 S. Wacker Drive, Suite 6300
Sears Tower
Chicago, Illinois 60606-6357
(312) 474-6300
Attorney for Applicant